DECLARATION UNDER 37 C.F.R. 1.131 / Patrick S. Cunningham SERIAL NO: 09/777,353

EXHIBIT C



Patrick Cunningham Group, Inc.

FACSIMILE

To:

Mike Bate

From:

Patrick S. Cunningham

Company:

Gust, Rosenfield

Company:

Patrick Cunningham Group

Fax:

602-254-4878

Fax:

480-671-6935

Phone:

602-257-7406

Phone:

480-671-6966

Pages:

3

Date:

November 20, 2000

Subject:

Confidentiality and Non-Circumvent Agreement

Mike, attached is a sample Confidentiality and Non-Circumvent Agreement. I am considering pursuing the start up of a software product that banks would use with contractors. Currently, I have contacted an Oracle database programmer to discuss this venture. I have not disclosed any information to him other than what I mentioned to you above until I have him sign this agreement. He suggested another individual, who would actually take on the task of programming, so, I want to make sure all parties involved would have to sign this agreement. Please review this agreement and make the necessary changes to assure I have complete protection during and after the development of the product. Also, I would welcome any advice you may have to offer regarding the development of the software and/or the protection of my rights.

Please call me at 602-369-1020 if you have any questions.

Thank you,

Patrick Cunningham



DALLAS OFFICE 5050 Quorum Dr. Suite 700 Texas Commerce Bank Bldg. Dallas, Texas 75240 Voice: 972-663-0377 Fax: 972-663-0505 WICHITA FALLS OFFICE 915 9th Street, Suite 202 Wichita Falls, Texas 76301 Voice 940-723-5630 Fax: 940-723-4389

EMPLOYEE NONDISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed by Lighthouse Teknologies (Company), the undersigned employee hereby agrees and acknowledges:

- 1. During the course of my employment there may be disclosed to me certain trade secrets of the Company: said trade secrets consisting but not necessarily limited to:
 - a) Technical information: Methods, process, formulae, compositions, systems, techniques, inventions, machines, computers, computer programs, hardware, source code, research projects.
 - b) Business information: Customer list, pricing data, sources of supply, financial data and marketing, productions, or merchandising system or plans.
- 2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
- I agree that any source code written by myself, outside contractors or other at the Company for the Company either before or during my term of employment is solely owned in its entirety by the Company.
- 4. I agree that the above mentioned source code cannot be taken off he Company's premises at any time in any form without the written authorization by duly authorized officer of the Company, for a specific purpose, such as delivery to a client.
- 5. That upon the termination of my employment from the Company:
 - a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, source code, computers, hardware, peripheral device and all other materials and all copies thereof relating in any way to the Company's, or in any way obtained by me during the course of employ. I shall not retain copies, notes or abstracts of the foregoing.
 - b) The Company may notify any future or prospective employer or third party of existence of this agreement, and shall be entitled to full injunctive relief by any breach.
 - c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to benefit of the Company, its successors and assigns.

Any provision or provisions of this Agreement which shall prove to invalid or illegal shall in no way affect, impair or invalidate any other provisions, and the remaining provisions hereof shall remain in full force and effect.

Violation of any of the above policies can result in immediate termination of employment.

IN WITNESS WHEREOF, ______ and Lighthouse Teknologies have executed this Agreement effective as of the _____ day of ______, 2000

Lighthouse Teknologies Corporate Officer Lighthouse Teknologies Employee



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EMPLOYEE NON-COMPETE AGREEMENT

As an inducement for Lighthouse Teknologies (Compa Employee hereby agrees to the following:	nny) to employ	, the undersigned		
A. Conflicting Employment; Business Opportunities Do	uring the period of Employn	nent:		
 I shall not directly or indirectly engage in any employment, occupation, consulting, or other business activity which the Company shall determine in good faith to be, in competition with the Company or to interfere with my duties as an employee of the Company; and 				
2. I shall not engage in any business enterprise that	would be in competition wit	h the Company; and		
 I shall promptly disclose to the Company's approproportunities that are (i) presented to me in my confidence of a similar nature to the type of business the Corengaging in the future; and 	apacity as an officer or emp	loyee of the Company, and (ii)		
 I shall not usurp or take advantage of any such be the Company. 	usiness opportunity without	first offering such opportunity to		
B. Nonsolicitation of Employees: During the period of Employment and for a period of reason, whether with or without cause, I shall not dissolicit or entice any employee of or consultant to the competition with the Company.	rectly or indirectly, either ald	one or in concert with others,		
C. Solicitation of Customers: During the period of Employment and for a period or reason, whether with or without cause, I shall not disolicit, entice, or in any way divert any of the Compabusiness entity in competition with the Company.	rectly or indirectly, either ald	one or in concert with others,		
D. Noncompetition: If permitted by the laws of the state or country wher Employment, I shall not compete with the Company geographic areas in which such business is conduct one year immediately following termination of Employment, I shall not work	's business, services, or pro ted or such products or serv oyment. In addition, for a p	oducts in any manner within the vices are offered for a period of period of one year immediately		
Any provision or provisions of this Agreement, which s affect, impair or invalidate any of the other provisions, force and effect.	hall prove to be invalid, voic and the remaining provision	d or illegal shall in no way ns hereof shall remain in full		
IN WITNESS WHEREOF, day of	and Lighthouse T	eknologies have executed this		
Lighthouse Teknologies Corporate Officer	Lighthouse Teknologies E	Employee		



DALLAS OFFICE 5050 Quorum Dr. Suite 700 Texas Commerce Bank Bldg. Dallas, Texas 75240 Voice: 972-663-0377 Fax: 972-663-0505 WICHITA FALLS OFFICE 915 9th Street, Suite 202 Wichita Falls, Texas 76301 Voice 940-723-5630 Fax: 940-723-4389

NON-DISCLOSURE AGREEMENT

	_ighthouse Teknologies and ("Company/Individual Name") hereby agree follows:	ee as
۱.	 To allow the parties to evaluate a proposed commercial transaction, it is necessary and desirable that ea the parties discloses certain confidential information (hereinafter referred to as the "Confidential Informa to the other. 	ach of ition")
2.	Each party hereby recognizes that the other regards its Confidential Information as valuable proprietary trade secret information, the use and disclosure of which must be carefully and continuously controlled.	and
3.	3. Each party agrees to maintain the other's Confidential Information in confidence and shall not disclose Confidential Information to any third party individual, corporation, or other entity without the prior written consent of the disclosing party. Each party shall protect the Confidential Information by using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the other's Confidential Information as it uses to protect its own confidential information. Each party shall limit disclosure of Confidential Information to employees having a need to such information only for the purpose specified in this Agreement.	ne itial
1.	4. The parties shall make only those copies of Confidential Information, which are reasonably necessary for purposes of this Agreement and shall not use, copy, or circulate the Confidential Information for any purposher than the purposes of this Agreement, without the prior written consent of the disclosing party.	or the pose
ò.	The parties shall return or destroy all materials constituting or containing the Confidential Information to disclosing party promptly at its request, together with all copies thereof.	the
7.	7. This Agreement shall apply to the following Confidential Information:	
	Technical and business information regarding plans for development and implementation of	
	To the extent that any Confidential Information is provided in non-written form, the disclosing party agree identify such information in writing to the receiving party within a reasonable time after any such disclosing party within a reasonable time after a reasonable time a reasonable time after a reasonable time a reasonabl	ees to sure.
3.	3. This Agreement will govern all disclosure of Confidential Information between the parties during the period from the effective date of this Agreement to either the date on which all Confidential Information has be returned or the date on which this Agreement is superseded by a subsequent written agreement between	en

- 9. The obligations of confidentiality imposed herein will not apply to any particular portion of the Confidential Information if:
 - (a) it was in the public domain at the time of communication thereof;

parties concerning the use and disclosure of the Confidential Information.

- (b) it entered the public domain through no fault of the receiving party subsequent to the time of the communication thereof;
- it was in the receiving party's possession free of any non-disclosure restriction at the time of the communication thereof;

- (d) it was independently developed by the receiving party without any violation of obligations of confidentiality or nondisclosure.
- 10. NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFIT OR FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.
- 11. This Agreement will be construed in accordance with TEXAS law.
- 12. This Agreement constitutes the entire agreement, written or verbal, between the parties with respect to the disclosure of Confidential Information. This Agreement may not be amended except in writing signed by the parties.

In any arbitration or legal proceeding arising between the parties with respect to the subject matter hereof, the non prevailing party in such proceeding will pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by the prevailing party, all of which shall be included in and as a part of the order, judgment or award rendered in such proceeding.

The parties agree and acknowledge that a receiving party's use or disclosure of Confidential Information in violation of this Agreement may cause irreparable harm to the disclosing party, thereby entitling the disclosing party to seek injunctive relief and specific enforcement of the terms of this Agreement.

The parties agree and acknowledge that, although the Confidential Information is offered and received in confidence, this Agreement shall in no way place the parties in a confidential relationship. Each party reserves the right to negotiate freely with the other for purposes of an arms length transaction. The parties do not intend by this Agreement to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties. Neither party nor its agents or employees are the representatives of the other party for any purpose except as expressly set forth in this Agreement and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatspever

Any provision or provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions, and the remaining provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF,	and Lighthouse Teknologies have executed this
Agreement effective as of the day of	, 2000.
Lighthouse Teknologies Corporate Officer	Company Representative

This Confidentiality and Non-Circumvent Agreemer	it (Agreement) is entered
into by and between	(Consultant/Provider)
and Patrick Cunningham Group, Inc. and/or Patrick	S. Cunningham and/or
assignee (Client) on the day of 20	

This agreement will confirm the mutual understanding of Consultant/Provider, the undersigned and the Client in connection with any information provided to Consultant/Provider by the Client.

Confidential Information (Information) includes all data, reports, records, trade secrets, verbal communication, and/or materials obtained from the Client both prior to and subsequent to executing this agreement. Confidential Information includes all such information which has not been in the public domain prior to receiving this information from the Client, including any affiliations, contracts, trade secrets, and knowledge that the client may be seeking through Consultant/Provider.

In consideration for the Client furnishing the Information, Consultant/Provider agrees to the following:

- 1. All Information is considered highly sensitive and strictly confidential. Accordingly, Consultant/Provider shall maintain such Information in the utmost confidence. Consultant/Provider shall not use or exploit the Information for any purpose other than evaluating and analyzing business opportunity and recommending objectives and actions for the owners of the client firm.
- 2. Consultant/Provider shall limit disclosure and transfer of Information to Consultant/Provider's employees, officers, representatives, and agents that have a legitimate need to review the Information. In the event Consultant/Provider wishes to employ independent professionals for the sole purpose of assisting Consultant/Provider in analyzing business opportunity and recommending objectives and actions to the Client, then Consultant/Provider may divulge the Information to such third parties provided that prior to doing so, the Client is notified and approves all such third parties. Consultant/Provider shall require all such third parties to be bound by this agreement.
- 3. All **Information** shall be returned to the **Client** in accordance with the instructions of the **Client**.

- 4. The actions of negligence of Consultant/Provider's employees, officers, agents or other advisors referred to in Paragraph (2) above shall be deemed the actions of Consultant/Provider with respect to the Information, and any unauthorized use or disclosure of Information shall constitute a material breach hereof and shall irreparable harm and loss to the client.
- 5. Consultant/Provider shall make no copies of the Information provided hereunder except as provided in Paragraph (2) above.

Consultant/Provider understands that neither the Client nor its agents or representatives make any representations or warranties as to the completeness of any Information. Consultant/Provider agrees that neither the Client nor its agents or its representatives shall have any liability to Consultant/Provider or any of its officers, agents or representatives arising out of or in connection with any Information.

In the event of any breach of this agreement, the Client, in addition to any other remedies at law or in equity that it may have, shall be entitled, without requirement of posting of bond or other security, to equitable relief, including injunctive relief and specific performance. This agreement shall be governed by, and construed in accordance with the laws of the State of Arizona.

(Consultant/Provider))
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